

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On May 19, 2006, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification, and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

- 1) Motion for an Order Authorizing the Examination of, and Directing, Barclays Bank PLC, to Produce Documents Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure; Notice of Hearing; and [Proposed] Order Authorizing the Examination of, and Directing Barclays Bank PLC, to Produce Documents Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (Docket No. 3823) [a copy of which is attached hereto as Exhibit D]
- 2) Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed.R.Bankr.P.2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures (Docket No. 3824) [a copy of which is attached hereto as Exhibit E]

On May 19, 2006, I caused to be served the document listed below upon the parties listed on Exhibit F hereto via overnight delivery:

- 3) Motion for an Order Authorizing the Examination of, and Directing, Barclays Bank PLC, to Produce Documents Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure; Notice of Hearing; and [Proposed] Order Authorizing the Examination of, and Directing Barclays Bank PLC, to Produce Documents Pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (Docket No. 3823) [a copy of which is attached hereto as Exhibit D]

On May 19, 2006, I caused to be served the document listed below upon the parties listed on Exhibit G hereto via overnight delivery:

- 4) Seventh Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed.R.Bankr.P.2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures (Docket No. 3824) [a copy of which is attached hereto as Exhibit E]

Dated: May 22, 2006

/s/ Evan Gershbein

Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 22nd day of May, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : /s/ Sarah Elizabeth Frankel

Commission Expires: 12/23/08

EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brandes Investment Partners LP	Ted Kim	11988 El Camino Real	Suite 500	San Diego	CA	92103				Equity Security Holders Committee Member
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Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
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Flextronics International USA, Inc.	Paul W. Anderson	2090 Fortune Drive		San Jose	CA	95131	408-428-1308		paul.anderson@flextronics.com	Counsel for Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III Brad Eric Sheler	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	trey.chambers@freescale.com	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Bonnie Steingart Vivek Melwani Jennifer L Rodburg Richard J Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuie@ffhsj.com sliviri@ffhsj.com	Proposed Counsel to Equity Security Holders Committee
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Internal Revenue Service	Attn: Insolvency Department	477 Michigan Ave	Mail Stop 15	Detroit	MI	48226	313-628-3648	313-628-3602		Michigan IRS
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Trustee of the Koury Family Trust	James N Koury	410 Reposado Dr		La Habra Heights	CA	90631				Equity Security Holders Committee Member
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United States Trustee	Alicia M. Leonhard	33 Whitehall Street	21st Floor	New York	NY	10004-2112	212-510-0500	212-668-2255 does not take service via fax		Counsel to United States Trustee
Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	mwarner@warnerstevens.com	Proposed Conflicts Counsel for the Official Committee of Unsecured Creditors
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EXHIBIT B

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Cohen, Weiss & Simon	Bruce Simon	330 W. 42nd Street		New York	NY	10036	212-356-0231	212-695-5436	bsimon@cwsny.com	
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Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Creditor Committee Member
Flextronics International	Carrie L. Schiff	305 Interlocken Parkway		Broomfield	CO	80021	303-927-4853	303-652-4716	cschiff@flextronics.com	Counsel for Flextronics International
Flextronics International USA, Inc.	Paul W. Anderson	2090 Fortune Drive		San Jose	CA	95131	408-428-1308		paul.anderson@flextronics.com	Counsel for Flextronics International USA, Inc.
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Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L Rodburg Richard J Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	rodbuie@ffhsj.com sliviri@ffhsj.com	Proposed Counsel to Equity Security Holders Committee
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General Electric Company	Valerie Venable	9930 Kinsey Avenue		Huntersville	NC	28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditor Committee Member
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Pension Benefit Guaranty Corporation	Jeffrey Cohen	1200 K Street, N.W.	Suite 340	Washington	DC	20005	202-326-4020	202-326-4112	garrick.sandra@pbqc.gov efile@pbqc.gov	Counsel for Pension Benefit Guaranty Corporation
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EXHIBIT C

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Akebono Corporation (North America)	Alan Swiech	34385 Twelve Mile Road		Farmington Hills	MI	48331		248-489-7406	866-609-0888	aswiech@akebono-usa.com	Vice President of Administration for Akebono Corporation
Arent Fox PLLC	Mitchell D. Cohen	1675 Broadway		New York	NY	10019		212-484-3900	212-484-3990	Cohen.Mitchell@arentfox.com	Counsel for Pullman Bank and Trust Company
Arent Fox PLLC	Robert M. Hirsh	1675 Broadway		New York	NY	10019		212-484-3900	212-484-3990	Hirsh.Robert@arentfox.com	Counsel for Pullman Bank and Trust Company
Clark Hill PLC	Seth A. Drucker	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435		313-965-8300	313-965-8252	sdrucker@clarkhill.com	Counsel for BorgWarner Turbo Systems Inc.; Metaldyne Company, LLC
King & Spalding, LLP	Alexandra B. Feldman	1185 Avenue of the Americas		New York	NY	10036		212-556-2100	212-556-2222	afeldman@kslaw.com	Counsel for Martinrea International, Inc.
Kirkland & Ellis LLP	Geoffrey A. Richards	200 East Randolph Drive		Chicago	IL	60601		312-861-2000	312-861-2200	grichards@kirkland.com	Counsel for Lunt Manufacturing Company
North Point	Michelle M. Harner	901 Lakeside Avenue		Cleveland	OH	44114		216-586-3939	216-579-0212	mmharner@jonesday.com	Counsel for WL. Ross & Co., LLC
O'Rourke Katten & Moody	Michael C. Moody	161 N. Clark Street	Suite 2230	Chicago	IL	60601		312-849-2020	312-849-2021	mmoody@okmlaw.com	Counsel for Ameritech Credit Corporation d/b/a SBC Capital Services
Professional Technologies Services	John V. Gorman	P.O. Box #304		Frankenmuth	MI	48734		989-385-3230	989-754-7690	They have no email address, have to be notified by mail	Corporate Secretary for Professional Technologies Services
Terra Law LLP	David B. Draper	60 S. Market Street	Suite 200	San Jose	CA	95113		408-299-1200	408-998-4895	ddraper@terra-law.com	Counsel for Maxim Integrated Products, Inc.

EXHIBIT D

TOGUT, SEGAL & SEGAL LLP
Conflicts Counsel for Delphi Corporation, et al.,
Debtors and Debtors in Possession
One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
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Albert Togut (AT-9759)
Neil Berger (NB-3599)
Sean P. McGrath (SM-4676)
Christopher D. Lagow (CL-3457)

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2689

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re:	:
	:
DELPHI CORPORATION et al.,	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 05-44481 (RDD)
(Jointly Administered)

**MOTION FOR AN ORDER AUTHORIZING
THE EXAMINATION OF, AND DIRECTING, BARCLAYS
BANK PLC, TO PRODUCE DOCUMENTS PURSUANT TO
RULE 2004 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

TO THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE:

Delphi Corporation ("Delphi"), and the other Debtors and Debtors in Possession in the above-captioned cases (together the "Debtors"), by their conflicts counsel, Togut, Segal & Segal LLP, as and for their motion (the "Motion") for an Order pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), respectfully show this Honorable Court that:

INTRODUCTION

1. Barclays Bank PLC (“Barclays”) has agreed in writing that it owes a matured and liquidated debt of not less than \$9,049,399.41 to Delphi pursuant to a swap Master Agreement (defined below), but it has refused to pay such amount to Delphi.

2. In doing so, Barclays has asserted a right of setoff on account of speculative and unliquidated claims that Barclays, or one of its affiliates, believes that it may have against the Debtors in connection with the participation by Barclays Capital Inc., a separate entity, in the pre-petition issuance of certain Delphi debt instruments. To date, however, Barclays has failed to articulate any justifiable basis or authority for such alleged setoff right.

3. Delphi seeks entry of the prefixed Order pursuant to Bankruptcy Rule 2004 (i) authorizing the examination of Barclays pertaining to Barclays’ assertion of a right of setoff regarding its payment obligations to Delphi pursuant to the Master Agreement; and (ii) directing Barclays’ production of any and all documents in its possession or control pertaining to such assertion, all as more particularly described in the Schedule annexed hereto as Exhibit “1” (collectively, the “Documents”). Entry of such an Order is intended to assist the Delphi in its continuing efforts to recover its liquidated and matured claim against Barclays.

BACKGROUND

The Chapter 11 Cases

2. On October 8, 2005 (the “Initial Filing Date”), Delphi and certain of its subsidiaries (the “Initial Filers”) each filed voluntary petitions in this Court for reorganization relief under Chapter 11 of the Bankruptcy Code. On October 14, 2005, three additional U.S. subsidiaries of Delphi (together with the Initial Filers, the

“Debtors”) filed voluntary petitions in this Court for reorganization relief under Chapter 11 of the Bankruptcy Code.

3. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered Orders directing the joint administration of the Debtors’ chapter 11 cases (Docket Nos. 28 and 404).

4. On October 17, 2005, the United States trustee for the Southern District of New York appointed an official committee of unsecured creditors in these cases, which is represented by Latham & Watkins.

5. Pursuant to an Amended Notice dated May 11, 2006, the United States trustee for the Southern District of New York appointed a committee of equity security holders.

6. No trustee or examiner has been appointed.

Barclays’ Alleged Setoff Claim

7. Prior to the Initial Filing Date, Delphi and one of its affiliates, Delphi Automotive Systems Risk Management Corporation (“Delphi Risk Management”), entered into separate master swap agreements with Barclays: one agreement dated November 23, 2001 (the “Master Agreement”, a copy of which is annexed hereto as Exhibit “2”), and one dated December 6, 2001 (the “December Agreement”).

8. On October 10, 2005, Barclays sent a Notice of Early Termination to Delphi Risk Management to terminate the December Agreement. Barclays has paid Delphi Risk Management \$1,999,658.00 on account of the early termination of the December Agreement. That payment obligation is no longer in dispute and it is not part of the controversy that is addressed by this Application.

9. Barclays also sent Delphi a Notice of Termination of the Master Agreement on October 10, 2005, which constituted an early termination thereof. A copy of the Notice of Termination is annexed hereto as Exhibit "3".

10. Section 6 of the Master Agreement requires the payment of a termination payment upon the early termination of the Master Agreement. However, Barclays has refused to tender the termination payment that is due and matured pursuant to the Master Agreement.

11. On October 26, 2005, Barclays sent Delphi a Statement of Payment on Early Termination in connection with the Master Agreement. Therein, Barclays represented and agreed that it owed Delphi a liquidated sum of \$10,178,261.40 as the termination payment provided for by the Master Agreement. Thereafter, on November 14, 2005, Barclays sent Delphi an Amended Statement of Payment on Early Termination, revising the amount that it owed Delphi to \$9,044,399.41 (the "Termination Payment") on account of the early termination of the Master Agreement¹. A copy of Barclay's November 14, 2005 Amended Statement is annexed hereto as Exhibit "4".

12. In response to Delphi's demand for delivery of the Termination Payment, on February 13, 2006, Barclays advised Delphi that it had elected to withhold payment of the Termination Payment to protect its "set-off rights against any indemnification payments owed by Delphi Corporation..." A copy of the February 13 Letter is annexed hereto as Exhibit "5".

13. According to Barclays, its indemnification rights arise from potential liability in connection with the involvement of Barclays Capital Inc., an entity

¹ Delphi reserves the right to contest the amount of the Termination Payment and to seek any other amounts that are due and owing.

that is not a party to the Master Agreement, in the pre-petition issuance of certain Delphi bonds. *Id.* Barclays Capital Inc., an apparent affiliate of Barclays, has been named as a defendant in a class action filed in the Southern District of New York, styled *In re Delphi Corp. Securities Litigation*, 1:05-cv-2637 (the “Litigation”).² However, Delphi is not aware of any claims having been asserted in the Litigation against Barclays Bank PLC – the counterparty to the Master Agreement. Moreover, the issuance of those debt instruments was and is wholly unrelated to the Master Agreement and the parties’ rights and obligations thereunder.

14. Consequently, there is no apparent factual or legal justification or requisite mutuality for the right of setoff that has been asserted by Barclays pertaining to the Termination Payment. Moreover, Barclays may not rely upon speculative, contingent and unliquidated liability damages in the Litigation as a basis for an assertion of a setoff claim against its obligation to make the liquidated and matured Termination Payment to Delphi. *See Public Service Co. v. New Hampshire Electric Coop. (In re Public Service Co.)*, 884 F.2d 11, 16 (1st Cir.1989)(Potential future liability is not a proper basis to setoff current obligation).

15. The Documents, including those related to Barclays’ corporate structure and potential liability in the Litigation, will enable Delphi to assess the validity of any setoff claim that is being asserted by Barclays.

² On February 6, 2006, the Litigation was consolidated with several other actions pending against Delphi and related entities and all of them were transferred to the United States District Court for the Eastern District of Michigan.

RELIEF REQUESTED

16. Delphi requests entry of the prefixed Order directing Barclays to turn over all of the Documents that are in its possession, custody or control and to appear for examination under oath pursuant to Rule 2004 of the Bankruptcy Rules.

17. Bankruptcy Rule 2004(a) expressly authorizes this Court to order an examination of an entity upon request of a party-in-interest. The scope of such examination is intended to be broad and, among other things, cover property of a debtor, along with any matter which may effect the administration of a debtor's estate. See Fed.R.Bankr.Pro. 2004(b).

18. Bankruptcy Rule 2004 examinations are appropriate for revealing the nature and extent of the bankruptcy estate and for “discovering assets, examining transactions, and determining whether wrongdoing has occurred.” In re Enron Corp., 281 B.R. 836, 840 (Bankr. S.D.N.Y. 2002) (citations omitted). In this regard, Courts have recognized that Rule 2004 examinations are broad and unfettered and may be in the nature of “fishing expeditions.” Id.

19. Here, an examination pursuant to Bankruptcy Rule 2004 is appropriate because it is clear that the Documents will enable Delphi to (i) better understand and analyze Barclays’ alleged setoff claim; and (ii) evaluate whether the cost and expense of litigation to compel payment of the Termination Payment is appropriate. Consequently, the production of the Documents by Barclays and/or the examination of Barclays is necessary to facilitate the Debtors’ ability to administer these estates. In re Drexel Burnham Lambert Group, Inc., 123 B.R. 702, 708 (Bankr. S.D.N.Y. 1991) (the object of the examination of witnesses under Rule 2004 is to show the condition of the estate and to enable the Court to discover its extent and whereabouts,

and to come into possession of it); In re Sun Med. Mgmt., Inc., 104 B.R. 522, 524 (Bankr. M.D. Ga 1989) (Bankruptcy Rule 2004 examinations are permitted to discover assets).

20. Moreover, Bankruptcy Rule 2004(c) provides that the attendance of a witness for examination and the production of documents may be compelled by subpoena. Delphi requests that it be authorized to issue and serve such subpoena(s) as may be necessary to compel compliance with any Order granting this Application.

21. The only basis for an objection to a Rule 2004 examination by the affected party may be a claim of abuse or harassment, or that the matters that are the subject of the examination are unrelated to the affairs of the Debtor. See In re Mittco, Inc., 44 B.R. 35, 36 (Bankr. E.D. Wisc. 1984); In re Johns-Manville Corp., 42 B.R. 362, 364 (S.D.N.Y. 1984). Such an objection is not appropriate in this case. It is clear that the requested Documents are limited to those that will assist Delphi in the identification and recovery of property of its estate, and the Documents have not yet been supplied by Barclays to justify its failure to deliver the Termination Payment to Delphi.

22. Based upon the foregoing, the Rule 2004 examination sought by Delphi is reasonable and appropriate.

23. It is requested that Barclays be directed to turn over all of the Documents to Delphi within ten (10) business days after service of a copy of the prefixed Order, once signed, upon Barclays, by Federal Express overnight carrier, with service to occur not later than two (2) business days after the date of the entry of the Order. The Debtors request that such service be deemed good and sufficient notice thereof.

24. Delphi further requests that Barclays be directed to appear for oral examination under oath at the offices of Togut, Segal & Segal LLP, One Penn Plaza, New York, New York 10119, on such date(s) and time(s) as may be designated by

Delphi in writing not less than ten days prior to such examination to respond to questions, if any, by Delphi concerning the Documents.

25. Bankruptcy Rule 2004(c) provides that the attendance of a witness for examination and the production of documents may be compelled by a subpoena. Delphi requests that he be authorized to enforce the provisions of the prefixed Order, once signed, by the issuance and service of a subpoena(s), if necessary.

**WAIVER OF REQUIREMENT
FOR SEPARATE MEMORANDUM**

26. The legal authorities upon which the relief requested herein are set forth above. Consequently, Delphi respectfully requests that the Court waive the requirement for the filing of a separate memorandum of law in support hereof.

27. No prior application for the relief requested herein has been made by Delphi to this or any other Court.

WHEREFORE, Delphi requests the entry of the prefixed Order, and for such other and further relief as is just and proper.

DATED: New York, New York
May 19, 2006

TOGUT, SEGAL & SEGAL LLP
Conflicts Counsel for
Delphi Corporation, et al.
Debtors and Debtors-in-Possession
By:

/s/Neil Berger
ALBERT TOGUT (AT-9759)
NEIL BERGER (NB-3599)
Members of the Firm
One Penn Plaza - Suite 3335
New York, New York 10119
(212) 594-5000

TOGUT, SEGAL & SEGAL LLP
Conflicts Counsel for Delphi Corporation, et al.,
Debtors and Debtors in Possession
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Albert Togut (AT-9759)
Neil Berger (NB-3599)
Sean P. McGrath (SM-4676)
Christopher D. Lagow (CL-3457)

HEARING DATE: 6/16/06
AT: 10:00 A.M.

OBJECTIONS DUE: 6/9/06
AT: 5:00 P.M.

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2689

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re:	:
	:
DELPHI CORPORATION et al.,	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 05-44481 (RDD)
(Jointly Administered)

NOTICE OF HEARING

PLEASE TAKE NOTICE that a hearing will be held before the Honorable Robert D. Drain, Bankruptcy Judge, at the United States Bankruptcy Court, Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004 on June 16, 2006 at 10:00 a.m. to consider the Debtors' Motion for an Order pursuant to Bankruptcy Rule 2004 authorizing the Debtors' examination of Barclays Bank PLC ("Barclays") pertaining to Barclays' assertion of a right to setoff regarding its payment obligations to Delphi pursuant to a certain Master Agreement and directing Barclays' production of documents pertaining to such assertion.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Debtors' Motion (a) must be in writing, (b) must conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the

Supplemental Order under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures (the "Case Management Order") (Docket No. 2883) as amended, (c) must be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) - registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) must be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) and must be served upon: (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel); (ii) conflicts counsel for the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, New York, New York 10119 (Attn: Neil Berger, Esq.); (iii) bankruptcy counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Attn: John Wm. Butler, Jr., Esq.) (iv) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Attn: Kenneth S. Ziman, Esq.); (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Attn: Donald S. Bernstein, Esq.); (vi) commercial and litigation counsel to the Debtors, Butzel & Long, P.C., 100 Bloomfield Hills Parkway, Suite 200, Bloomfield Hills, MI 48304 (Attn: James Darien, Esq.); (vii) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: Robert J. Rosenberg, Esq.); and (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York,

New York 10004 (Attn: Alicia M. Leonhard, Esq.), in each case so as to be **filed and received** no later than **June 9, 2006 at 5:00 p.m.** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those timely-written objections made in accordance herewith, and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court, and that if no objections to the proposed Order are timely filed and served, the Bankruptcy Court may enter the proposed Order.

Dated: New York, New York
May 19, 2006

TOGUT, SEGAL & SEGAL LLP
Conflicts Counsel for
Delphi Corporation, *et al.*,
Debtors and Debtors-in-Possession
By:

/s/Neil Berger
ALBERT TOGUT (AT-9759)
NEIL BERGER (NB-3599)
Members of the Firm
One Penn Plaza, Suite 3335
New York, New York 10119
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re:	:
	:
DELPHI CORPORATION et al.,	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 05-44481 (RDD)
(Jointly Administered)

**ORDER AUTHORIZING THE EXAMINATION OF, AND DIRECTING
BARCLAYS BANK PLC, TO PRODUCE DOCUMENTS PURSUANT TO
RULE 2004 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

Delphi Corporation ("Delphi"), and the other Debtors and Debtors in Possession in the above-captioned cases (together, the "Debtors"), by their conflicts counsel, Togut, Segal & Segal LLP, having filed a motion (the "Motion") for an Order (i) authorizing the examination of Barclays Bank PLC ("Barclays") pertaining to Barclays' assertion of a right to setoff regarding its payment obligations to Delphi, pursuant to a certain Master Agreement; and (ii) directing Barclays' production of any and all documents in its possession or control pertaining to such assertion, all as more particularly described in the Schedule attached hereto as Exhibit "1" (collectively, the "Documents"), and the relief requested appearing reasonable and proper; and good

and sufficient notice of the Application having been given; and sufficient cause appearing; and no further notice being required, it is

ORDERED, that the Motion be, and it hereby is, granted to the extent set forth below; and it is further

ORDERED, that Delphi shall serve a copy of this Order and the Application, with exhibits, upon Barclays, by its counsel of record, by regular mail and by Federal Express not later than two business days after the date of entry of this Order; and it is further

ORDERED, that pursuant to Rule 2004(a) of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), Barclays be, and hereby is, directed to turn over all of the Documents to Delphi within ten business days after the date of Delphi's service of a copy of this Order upon Barclays; and it is further

ORDERED, that Barclays, be and it hereby is, directed to appear for oral examination under oath at the offices of Togut, Segal & Segal LLP, One Penn Plaza, New York, New York 10119, on such date and time as may be designated by Delphi in writing not less than ten (10) days prior to such examination and at any adjournments thereof; and it is further

ORDERED, that compliance with this Order may be compelled by the issuance and service of one or more subpoena by Delphi pursuant to Federal Rule of Civil Procedure 45 and Bankruptcy Rules 2004(c) and 9016; and

ORDERED, that this Order is without prejudice to Delphi's right to seek the turnover of the Documents or any other document and information from any party other than Barclays.

DATED: New York, New York
June , 2006

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE

DEFINITIONS

1. The term "Delphi" means Delphi Corporation and includes its divisions, subsidiaries, including Delphi Automotive Systems Risk Management Corporation, business units, affiliates, predecessors and successors, and all officers, directors, members, employees, agents, accountants, attorneys, and representatives of any of the foregoing.

2. The term "Barclays" shall mean Barclays Bank PLC, and includes its divisions, subsidiaries, business units, affiliates, predecessors, and successors, and all officers, directors, members, employees, agents, accountants, attorneys, and representatives thereof.

3. The term "November 23, 2001 Master Agreement" means the Master Agreement dated November 23, 2001 between Barclays and Delphi, a copy of which is annexed to the Application as Exhibit "2".

4. The term "October 10, 2005 Termination" means the Notice of Termination from Barclays to Delphi, dated October 10, 2005, a copy of which is annexed to the Application as Exhibit "3".

5. The term "October 26, 2005 Statement of Payment" means the Statement of payment from Barclays to Delphi, dated October 26, 2005 for \$10,100,000.

6. The term "Amended Statement of Payment" means the Amended Statement of Payment from Barclays to Delphi, dated November 14, 2005 for \$9,044,399.41, a copy of which is annexed to the Application as Exhibit "4".

7. The term "Statements of Payment" means October 26, 2005 Statement of Payment and the Amended Statement of Payment.

8. The term "February 13, 2006 Letter" means the letter that is attached hereto as Exhibit "5".

9. The term “Issuance of the Bonds” means any issuance of the bonds of Delphi on which Barclays provided underwriting or other services.

10. The term “communication” means any transmittal of information in the form of facts, ideas, inquiries or otherwise, whether or not embodied in a document.

11. The term “document” shall be synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a) and includes any written, printed, typed, electronic or other recorded matter of any type or nature, however produced or reproduced, including information recorded in paper, digital, analog, graphic, electronic or photographic form; writings; emails drawings; graphs; charts; photographs; telephone logs and records; electronic or computerized information, data or data compilations, term sheets; pitch books; financial records and books of account; journals; ledgers; audio recordings; videotapes; transcripts; memoranda; calendars; charts; invoices; appointment books; computer databases; PowerPoint presentations; CDs or DVDs; pamphlets, personnel files; correspondence; notes; bills and communications of any kind. A draft or non-identical copy is a separate document within the meaning of this term.

12. The term “concerning” means relating to, referring to, describing, evidencing or constituting.

13. The term “swap agreement” shall have the meaning ascribed to it in United States Bankruptcy Code § 101.

14. The terms “person” or “persons” shall mean any natural person or any business, legal or governmental entity or association.

15. The terms “you” and “your” refer to Barclays.

16. The terms “all” and “each” shall be construed as “all and each.”

17. The terms “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be outside of its scope.

18. The use of the singular form of any word includes the plural and vice versa.

19. The term “including” shall mean “including, but not limited to.”

INSTRUCTIONS

1. Unless otherwise specified, the documents to be produced in response to this demand include all documents dated, created, sent or received or those in effect or concerning, any time on or after November 23, 1998.

2. Assertions of claims of privilege in connection with any document called for by this subpoena shall: (a) identify the nature of the privilege claimed (including work product) and, if the privilege is governed by state law, indicate the state’s privilege rule being invoked; and (b) provide the following information (i) the type of document, e.g. letter or memorandum, (ii) the general subject matter of the document, (iii) the date of the document, and (iv) such other information as is sufficient to identify the document for a subpoena duces tecum, including, where appropriate, the author of the document, the addressees of the document, and any other recipients shown in the document and, where not apparent, the relationship of the author, addressees and recipients to each other.

3. Assertions of claims of privilege in connection with any oral communication called for by this subpoena shall provide: (a) the name of the person making the communication and the names of the persons present when the communication was made and, where not apparent, the relationship of the persons present to the person making the communication; (b) the date and place of the communication; and (c) the general subject matter of the communication.

4. All documents that respond to any part or clause of any document request in this subpoena shall be produced.

5. Produce all responsive documents and things in your possession, custody or control, or within the possession, custody or control of any person acting for you or on your behalf, including your accountants and attorneys.

6. If any document requested herein was at one time in existence, but has been lost, discarded or destroyed, identify that document and provide the following information by stating: (a) the date or approximate date the document was lost, discarded or destroyed; (b) the circumstances and manner in which the document was lost, discarded or destroyed; (c) the reason or reasons why the document was lost, discarded or destroyed; (d) the identity of the person(s) who lost discarded or destroyed the document; (e) a description of the document including, to the extent known, the type (e.g. letter or memorandum) subject matter, number of pages, authors, date and recipients of the document; and (f) the identity of all persons having knowledge of the contents of the document.

7. These requests shall be continuing, and supplemental responses shall be served in accordance with Federal Ruler of Civil Procedure 26(e).

DOCUMENTS TO BE PRODUCED

1. All documents concerning Barclays' participation in the Issuance of the Bonds.
2. All documents concerning the compensation to be paid to Barclays for any transaction in which Delphi was a party including, but not limited to, the Issuance of the Bonds.
3. All underwriting agreements to which Barclays is a party concerning Issuance of the Bonds.

4. Documents sufficient to identify each person at Barclays who participated in the Issuance of the Bonds.

5. All documents concerning or otherwise referencing the November 23, 2001 Master Agreement including, without limitation, all documents referenced in the November 23, 2001 Master Agreement.

6. All documents concerning the October 10 Termination including, without limitation, the documents referenced therein and all documents concerning the decision to issue the October 10 Termination.

7. All documents concerning, referencing or otherwise evidencing the Statements of Payment.

8. All documents concerning the February 13, 2006 Letter including, without limitation, all documents relied upon in making the communications contained therein.

9. All documents in support of Barclays' assertion of any setoff right in connection with its payment obligations to Delphi pursuant to the Master Agreement, including all documents concerning the calculation of the amount of such alleged setoff claim.

10. All documents concerning or evidencing Barclays' relationship with Barclays Capital, Inc.

(Multicurrency—Cross Border)

ISDA[®]

International Swap Dealers Association, Inc.

MASTER AGREEMENT

dated as of November 23, 2001

Barclays Bank PLC

and Delphi Automotive Systems Corporation

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows:—

1. Interpretation

(a) *Definitions.* The terms defined in Section 14 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.

(b) *Inconsistency.* In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.

(c) *Single Agreement.* All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

(a) General Conditions.

(i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.

(ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

(b) *Change of Account.* Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the scheduled date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) *Netting.* If on any date amounts would otherwise be payable:—

- (i) in the same currency; and
- (ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of such Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or a Confirmation by specifying that subparagraph (ii) above will not apply to the Transactions identified as being subject to the election, together with the starting date (in which case subparagraph (ii) above will not, or will cease to, apply to such Transactions from such date). This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

(d) *Deduction or Withholding for Tax.*

(i) *Gross-Up.* All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold, then that party ("X") will:—

(1) promptly notify the other party ("Y") of such requirement;

(2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;

(3) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and

(4) if such Tax is an Indemnifiable Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Indemnifiable Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that it would not be required to be paid but for:—

(A) the failure by Y to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d); or

(B) the failure of a representation made by Y pursuant to Section 3(f) to be accurate and true unless such failure would not have occurred but for (I) any action taken by a taxing authority, or brought in a court of competent jurisdiction, on or after the date on which a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (II) a Change in Tax Law.

(ii) *Liability. If:—*

(1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4);

(2) X does not so deduct or withhold; and

(3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Y has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)).

(e) *Default Interest; Other Amounts.* Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party that defaults in the performance of any payment obligation will, to the extent permitted by law and subject to Section 6(c), be required to pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. If, prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will compensate the other party on demand if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

3. *Representations*

Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(f), at all times until the termination of this Agreement) that:—

(a) *Basic Representations.*

(i) *Status.* It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;

(ii) *Powers.* It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;

(iii) *No Violation or Conflict.* Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(iv) *Consents.* All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) *Obligations Binding.* Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) *Absence of Certain Events.* No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) *Absence of Litigation.* There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) *Accuracy of Specified Information.* All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

(e) *Payer Tax Representation.* Each representation specified in the Schedule as being made by it for the purpose of this Section 3(e) is accurate and true.

(f) *Payee Tax Representations.* Each representation specified in the Schedule as being made by it for the purpose of this Section 3(f) is accurate and true.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) *Furnish Specified Information.* It will deliver to the other party or, in certain cases under subparagraph (iii) below, to such government or taxing authority as the other party reasonably directs:—

(i) any forms, documents or certificates relating to taxation specified in the Schedule or any Confirmation;

(ii) any other documents specified in the Schedule or any Confirmation; and

(iii) upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party or its Credit Support Provider to make a payment under this Agreement or any applicable Credit Support Document without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification,

in each case by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) *Maintain Authorisations.* It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) *Comply with Laws.* It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

(d) *Tax Agreement.* It will give notice of any failure of a representation made by it under Section 3(f) to be accurate and true promptly upon learning of such failure.

(e) *Payment of Stamp Tax.* Subject to Section 11, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of this Agreement by a jurisdiction in which it is incorporated.

organised, managed and controlled, or considered to have its seat, or in which a branch or office through which it is acting for the purpose of this Agreement is located ("Stamp Tax Jurisdiction") and will indemnify the other party against any Stamp Tax levied or imposed upon the other party or in respect of the other party's execution or performance of this Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the other party.

5. Events of Default and Termination Events

(a) *Events of Default.* The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes an event of default (an "Event of Default") with respect to such party:—

(i) *Failure to Pay or Deliver.* Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(e) required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the party;

(ii) *Breach of Agreement.* Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 2(e) or to give notice of a Termination Event or any agreement or obligation under Section 4(a)(i), 4(a)(iii) or 4(d)) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the party;

(iii) *Credit Support Default.*

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document;

(iv) *Misrepresentation.* A representation (other than a representation under Section 3(e) or (f)) made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) *Default under Specified Transaction.* The party, any Credit Support Provider of such party or any applicable Specified Entity of such party (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Local Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) *Cross Default.* If "Cross Default" is specified in the Schedule as applying to the party, the occurrence or existence of (1) a default, event of default or other similar condition or event (however

described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) in an aggregate amount of not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable or (2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than the applicable Threshold Amount under such agreements or instruments (after giving effect to any applicable notice requirement or grace period);

(vii) *Bankruptcy*. The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) *Merger Without Assumption*. The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer:—

(1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) *Termination Events*. The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes an Illegality if the event is specified in (i) below, a Tax Event if the event is specified in (ii) below or a Tax Event Upon Merger if the event is specified in (iii) below, and, if specified to be applicable, a Credit Event

Upon Merger if the event is specified pursuant to (iv) below or an Additional Termination Event if the event is specified pursuant to (v) below:—

(i) **Illegality.** Due to the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date, it becomes unlawful (other than as a result of a breach by the party of Section 4(b)) for such party (which will be the Affected Party):—

(1) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or

(2) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction;

(ii) **Tax Event.** Due to (x) any action taken by a taxing authority, or brought in a court of competent jurisdiction, on or after the date on which a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (y) a Change in Tax Law, the party (which will be the Affected Party) will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Payment Date (1) be required to pay to the other party an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e)) or (2) receive a payment from which an amount is required to be deducted or withheld for or on account of a Tax (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e)) and no additional amount is required to be paid in respect of such Tax under Section 2(d)(i)(4) (other than by reason of Section 2(d)(i)(4)(A) or (B));

(iii) **Tax Event Upon Merger.** The party (the "Burdened Party") on the next succeeding Scheduled Payment Date will either (1) be required to pay an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 2(e), 6(d)(ii) or 6(e)) or (2) receive a payment from which an amount has been deducted or withheld for or on account of any Indemnifiable Tax in respect of which the other party is not required to pay an additional amount (other than by reason of Section 2(d)(i)(4)(A) or (B)), in either case as a result of a party consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets to, another entity (which will be the Affected Party) where such action does not constitute an event described in Section 5(a)(viii);

(iv) **Credit Event Upon Merger.** If "Credit Event Upon Merger" is specified in the Schedule as applying to the party, such party ("X"), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or

(v) **Additional Termination Event.** If any "Additional Termination Event" is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties shall be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) **Event of Default and Illegality.** If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality, it will be treated as an Illegality and will not constitute an Event of Default.

6. Early Termination

(a) *Right to Terminate Following Event of Default.* If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) *Right to Terminate Following Termination Event.*

(i) *Notice.* If a Termination Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction and will also give such other information about that Termination Event as the other party may reasonably require.

(ii) *Transfer to Avoid Termination Event.* If either an Illegality under Section 5(b)(i)(1) or a Tax Event occurs and there is only one Affected Party, or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the Affected Party will, as a condition to its right to designate an Early Termination Date under Section 6(b)(iv), use all reasonable efforts (which will not require such party to incur a loss, excluding immaterial, incidental expenses) to transfer within 20 days after it gives notice under Section 6(b)(i) all its rights and obligations under this Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such 20 day period, whereupon the other party may effect such a transfer within 30 days after the notice is given under Section 6(b)(i).

Any such transfer by a party under this Section 6(b)(ii) will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party's policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

(iii) *Two Affected Parties.* If an Illegality under Section 5(b)(i)(1) or a Tax Event occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice thereof is given under Section 6(b)(i) on action to avoid that Termination Event.

(iv) *Right to Terminate. If:—*

(1) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(2) an Illegality under Section 5(b)(i)(2), a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party,

either party in the case of an Illegality, the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there is more than one Affected Party, or the party which is not the Affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then

continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(c) *Effect of Designation.*

(i) If notice designating an Early Termination Date is given under Section 6(a) or (b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 2(e) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date shall be determined pursuant to Section 6(e).

(d) *Calculations.*

(i) *Statement.* On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (1) showing, in reasonable detail, such calculations (including all relevant quotations and specifying any amount payable under Section 6(e)) and (2) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation obtained in determining a Market Quotation, the records of the party obtaining such quotation will be conclusive evidence of the existence and accuracy of such quotation.

(ii) *Payment Date.* An amount calculated as being due in respect of any Early Termination Date under Section 6(e) will be payable on the day that notice of the amount payable is effective (in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default) and on the day which is two Local Business Days after the day on which notice of the amount payable is effective (in the case of an Early Termination Date which is designated as a result of a Termination Event). Such amount will be paid together with (to the extent permitted under applicable law) interest thereon (before as well as after judgment) in the Termination Currency, from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(e) *Payments on Early Termination.* If an Early Termination Date occurs, the following provisions shall apply based on the parties' election in the Schedule of a payment measure, either "Market Quotation" or "Loss", and a payment method, either the "First Method" or the "Second Method". If the parties fail to designate a payment measure or payment method in the Schedule, it will be deemed that "Market Quotation" or the "Second Method", as the case may be, shall apply. The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Section will be subject to any Set-off.

(i) *Events of Default.* If the Early Termination Date results from an Event of Default:—

(1) *First Method and Market Quotation.* If the First Method and Market Quotation apply, the Defaulting Party will pay to the Non-defaulting Party the excess, if a positive number, of (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party over (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party.

(2) *First Method and Loss.* If the First Method and Loss apply, the Defaulting Party will pay to the Non-defaulting Party, if a positive number, the Non-defaulting Party's Loss in respect of this Agreement.

(3) *Second Method and Market Quotation.* If the Second Method and Market Quotation apply, an amount will be payable equal to (A) the sum of the Settlement Amount (determined by the

Non-defaulting Party) in respect of the Terminated Transactions and the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(4) *Second Method and Loss.* If the Second Method and Loss apply, an amount will be payable equal to the Non-defaulting Party's Loss in respect of this Agreement. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(ii) *Termination Events.* If the Early Termination Date results from a Termination Event:—

(1) *One Affected Party.* If there is one Affected Party, the amount payable will be determined in accordance with Section 6(e)(i)(3), if Market Quotation applies, or Section 6(e)(i)(4), if Loss applies, except that, in either case, references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and the party which is not the Affected Party, respectively, and, if Loss applies and fewer than all the Transactions are being terminated, Loss shall be calculated in respect of all Terminated Transactions.

(2) *Two Affected Parties.* If there are two Affected Parties:—

(A) if Market Quotation applies, each party will determine a Settlement Amount in respect of the Terminated Transactions, and an amount will be payable equal to (I) the sum of (a) one-half of the difference between the Settlement Amount of the party with the higher Settlement Amount ("X") and the Settlement Amount of the party with the lower Settlement Amount ("Y") and (b) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (II) the Termination Currency Equivalent of the Unpaid Amounts owing to Y; and

(B) if Loss applies, each party will determine its Loss in respect of this Agreement (or, if fewer than all the Transactions are being terminated, in respect of all Terminated Transactions) and an amount will be payable equal to one-half of the difference between the Loss of the party with the higher Loss ("X") and the Loss of the party with the lower Loss ("Y").

If the amount payable is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of that amount to Y.

(iii) *Adjustment for Bankruptcy.* In circumstances where an Early Termination Date occurs because "Automatic Early Termination" applies in respect of a party, the amount determined under this Section 6(e) will be subject to such adjustments as are appropriate and permitted by law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) *Pre-Estimate.* The parties agree that if Market Quotation applies an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in this Agreement neither party will be entitled to recover any additional damages as a consequence of such losses.

7. Transfer

Subject to Section 6(b)(ii), neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party under Section 6(e).

Any purported transfer that is not in compliance with this Section will be void.

8. Contractual Currency

(a) *Payment in the Contractual Currency.* Each payment under this Agreement will be made in the relevant currency specified in this Agreement for that payment (the "Contractual Currency"). To the extent permitted by applicable law, any obligation to make payments under this Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in a reasonable manner and in good faith in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the party required to make the payment will, to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of this Agreement, the party receiving the payment will refund promptly the amount of such excess.

(b) *Judgments.* To the extent permitted by applicable law, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of this Agreement, (ii) for the payment of any amount relating to any early termination in respect of this Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in (i) or (ii) above, the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the Contractual Currency received by such party as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Contractual Currency is converted into the currency of the judgment or order for the purposes of such judgment or order and the rate of exchange at which such party is able, acting in a reasonable manner and in good faith in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by such party. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

(c) *Separate Indemnities.* To the extent permitted by applicable law, these indemnities constitute separate and independent obligations from the other obligations in this Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of this Agreement.

(d) *Evidence of Loss.* For the purpose of this Section 8, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

9. Miscellaneous

(a) *Entire Agreement.* This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

(b) *Amendments.* No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

(c) *Survival of Obligations.* Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) *Remedies Cumulative.* Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) *Counterparts and Confirmations.*

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation shall be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex or electronic message constitutes a Confirmation.

(f) *No Waiver of Rights.* A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) *Headings.* The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

10. Offices; Multibranch Parties

(a) If Section 10(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to the other party that, notwithstanding the place of booking office or jurisdiction of incorporation or organisation of such party, the obligations of such party are the same as if it had entered into the Transaction through its head or home office. This representation will be deemed to be repeated by such party on each date on which a Transaction is entered into.

(b) Neither party may change the Office through which it makes and receives payments or deliveries for the purpose of a Transaction without the prior written consent of the other party.

(c) If a party is specified as a Multibranch Party in the Schedule, such Multibranch Party may make and receive payments or deliveries under any Transaction through any Office listed in the Schedule, and the Office through which it makes and receives payments or deliveries with respect to a Transaction will be specified in the relevant Confirmation.

11. Expenses

A Defaulting Party will, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document

to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

12. Notices

(a) *Effectiveness.* Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under Section 5 or 6 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see the Schedule) and will be deemed effective as indicated:—

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by telex, on the date the recipient's answerback is received;
- (iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);
- (iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
- (v) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Local Business Day.

(b) *Change of Addresses.* Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

13. Governing Law and Jurisdiction

(a) *Governing Law.* This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) *Jurisdiction.* With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably:—

- (i) submits to the jurisdiction of the English courts, if this Agreement is expressed to be governed by English law, or to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, if this Agreement is expressed to be governed by the laws of the State of New York; and
- (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction (outside, if this Agreement is expressed to be governed by English law, the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982 or any modification, extension or re-enactment thereof for the time being in force) nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

(c) *Service of Process.* Each party irrevocably appoints the Process Agent (if any) specified opposite its name in the Schedule to receive, for it and on its behalf, service of process in any Proceedings. If for any

reason any party's Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 12. Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by law.

(d) *Waiver of Immunities.* Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

14. Definitions

As used in this Agreement:—

"Additional Termination Event" has the meaning specified in Section 5(b).

"Affected Party" has the meaning specified in Section 5(b).

"Affected Transactions" means (a) with respect to any Termination Event consisting of an Illegality, Tax Event or Tax Event Upon Merger, all Transactions affected by the occurrence of such Termination Event and (b) with respect to any other Termination Event, all Transactions.

"Affiliate" means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Applicable Rate" means:—

(a) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;

(b) in respect of an obligation to pay an amount under Section 6(e) of either party from and after the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable, the Default Rate;

(c) in respect of all other obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate; and

(d) in all other cases, the Termination Rate.

"Burdened Party" has the meaning specified in Section 5(b).

"Change in Tax Law" means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs on or after the date on which the relevant Transaction is entered into.

"consent" includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

"Credit Event Upon Merger" has the meaning specified in Section 5(b).

"Credit Support Document" means any agreement or instrument that is specified as such in this Agreement.

"Credit Support Provider" has the meaning specified in the Schedule.

"Default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

"Defaulting Party" has the meaning specified in Section 6(a).

"Early Termination Date" means the date determined in accordance with Section 6(a) or 6(b)(iv).

"Event of Default" has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

"Illegality" has the meaning specified in Section 5(b).

"Indemnifiable Tax" means any Tax other than a Tax that would not be imposed in respect of a payment under this Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, this Agreement or a Credit Support Document).

"law" includes any treaty, law, rule or regulation (as modified, in the case of tax matters, by the practice of any relevant governmental revenue authority) and *"lawful"* and *"unlawful"* will be construed accordingly.

"Local Business Day" means, subject to the Schedule, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) (a) in relation to any obligation under Section 2(a)(i), in the place(s) specified in the relevant Confirmation or, if not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) in relation to any other payment, in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment, (c) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), in the city specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (d) in relation to Section 5(a)(v)(2), in the relevant locations for performance with respect to such Specified Transaction.

"Loss" means, with respect to this Agreement or one or more Terminated Transactions, as the case may be, and a party, the Termination Currency Equivalent of an amount that party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with this Agreement or that Terminated Transaction or group of Terminated Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, except, so as to avoid duplication, if Section 6(e)(i)(1) or (3) or 6(e)(ii)(2)(A) applies. Loss does not include a party's legal fees and out-of-pocket expenses referred to under Section 11. A party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A party may (but need not) determine its Loss by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

"Market Quotation" means, with respect to one or more Terminated Transactions and a party making the determination, an amount determined on the basis of quotations from Reference Market-makers. Each quotation will be for an amount, if any, that would be paid to such party (expressed as a negative number) or by such party (expressed as a positive number) in consideration of an agreement between such party (taking into account any existing Credit Support Document with respect to the obligations of such party) and the quoting Reference Market-maker to enter into a transaction (the "Replacement Transaction") that would have the effect of preserving for such party the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Section 2(a)(i) in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have

been required after that date. For this purpose, Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included. The Replacement Transaction would be subject to such documentation as such party and the Reference Market-maker may, in good faith, agree. The party making the determination (or its agent) will request each Reference Market-maker to provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the party obliged to make a determination under Section 6(e), and, if each party is so obliged, after consultation with the other. If more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations, without regard to the quotations having the highest and lowest values. If exactly three such quotations are provided, the Market Quotation will be the quotation remaining after disregarding the highest and lowest quotations. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the Market Quotation in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined.

"Non-default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-defaulting Party (as certified by it) if it were to fund the relevant amount.

"Non-defaulting Party" has the meaning specified in Section 6(a).

"Office" means a branch or office of a party, which may be such party's head or home office.

"Potential Event of Default" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Reference Market-makers" means four leading dealers in the relevant market selected by the party determining a Market Quotation in good faith (a) from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

"Relevant Jurisdiction" means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organised, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of this Agreement is located, (c) in which the party executes this Agreement and (d) in relation to any payment, from or through which such payment is made.

"Scheduled Payment Date" means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

"Set-off" means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement to which the payer of an amount under Section 6 is entitled or subject (whether arising under this Agreement, another contract, applicable law or otherwise) that is exercised by, or imposed on, such payer.

"Settlement Amount" means, with respect to a party and any Early Termination Date, the sum of:—

(a) the Termination Currency Equivalent of the Market Quotations (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation is determined; and

(b) such party's Loss (whether positive or negative and without reference to any Unpaid Amounts) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation cannot be determined or would not (in the reasonable belief of the party making the determination) produce a commercially reasonable result.

"Specified Entity" has the meaning specified in the Schedule.

"Specified Indebtedness" means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

"Specified Transaction" means, subject to the Schedule, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

"Stamp Tax" means any stamp, registration, documentation or similar tax.

"Tax" means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

"Tax Event" has the meaning specified in Section 5(b).

"Tax Event Upon Merger" has the meaning specified in Section 5(b).

"Terminated Transactions" means with respect to any Early Termination Date (a) if resulting from a Termination Event, all Affected Transactions and (b) if resulting from an Event of Default, all Transactions (in either case) in effect immediately before the effectiveness of the notice designating that Early Termination Date (or, if "Automatic Early Termination" applies, immediately before that Early Termination Date).

"Termination Currency" has the meaning specified in the Schedule.

"Termination Currency Equivalent" means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the "Other Currency"), the amount in the Termination Currency determined by the party making the relevant determination as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Market Quotation or Loss (as the case may be), is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will, if only one party is obliged to make a determination under Section 6(e), be selected in good faith by that party and otherwise will be agreed by the parties.

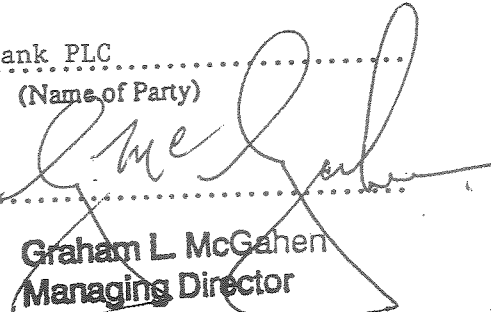

"Termination Event" means an Illegality, a Tax Event or a Tax Event Upon Merger or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

"Termination Rate" means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

"Unpaid Amounts" owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii)) to such party under Section 2(a)(i) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market

value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the Termination Currency Equivalents of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

Barclays Bank PLC..... (Name of Party)	Delphi Automotive Systems Corporation (Name of Party)
By: 	By: 
Name: Graham L. McGahen	Name: John Blahnik
Title: Managing Director	Title: Vice President & Treasurer
Date:	Date: 11-23-01

SCHEDULE
to the
Master Agreement
(Commodities)
dated as of November 23, 2001

between BARCLAYS BANK PLC, a English public limited company ("Party A"), and DELPHI AUTOMOTIVE SYSTEMS CORPORATION, a Delaware corporation ("Party B").

Part 1
Termination Provisions

- (a) "Specified Entity" means: Not applicable.
- (b) "Specified Transaction" shall have the meaning specified in Section 14 of this Agreement.
- (c) The "Cross Default" provisions of Section 5(a)(vi) shall apply to Party A and Party B.

"Specified Indebtedness" means any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money, other than indebtedness in respect of deposits received.

"Threshold Amount" means, in relation to a party, an amount equal to 3 percent of such party's shareholders' equity (determined in accordance with generally accepted accounting principles in such party's jurisdiction of incorporation or organization) as at the end of such party's most recently completed fiscal year. For purposes of Section 5(a)(vi) of this Agreement, in relation to a party, any Specified Indebtedness denominated in a currency other than the currency in which the financial statements of such party are denominated will be converted into the currency in which such financial statements are denominated at the exchange rate therefor as of the date of conversion reasonably chosen by the other party.

- (d) "Credit Event Upon Merger" provisions of Section 5(b)(iv) shall apply to Party A and to Party B.
- (e) The "Automatic Early Termination" provision of Section 6(a) shall not apply to Party A or Party B.
- (f) Payments on Early Termination. For the purpose of Section 6(e) of this Agreement and subject to the provisions of Part 5 of this Schedule:

- (i) Market Quotation shall apply to all Transactions unless otherwise specified in the Confirmation for a particular Transaction.
- (ii) The Second Method shall apply.
- (g) Unless otherwise designated in a Confirmation for a particular Transaction, "Termination Currency" means United States Dollars.
- (h) "Additional Termination Event" shall not apply.

Part 2
Tax Representations

- (a) Payer Representations. For the purpose of Section 3(e) of this Agreement, Party A shall make the following representation and Party B shall make the following representation:

It is not required by any applicable law, as modified by the practices of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii), or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or (iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or (iii) of this Agreement, and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, provided that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) Payee Representation.

- (1) For the purpose of Section 3(f) of this Agreement:

- (i) The following representation applies to Party A with respect to that portion of its payments that are not attributable to Party A's U.S. trade or business:

It is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision or the "Other Income" provision (if any) of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement.

"Specified Treaty" means the income tax convention between the United States and the United Kingdom.

- (ii) The following representation applies to Party A with respect to that portion of its payments that are attributable to Party A's U.S. trade or business:

Each payment received or to be received by it in connection with this Agreement will be effectively connected with its conduct of a trade or business in the United States

- (2) For the purpose of Section 3(f) of this Agreement, Party B represents that it is a corporation organized and existing under the laws of the State of Delaware.

Part 3
Agreement to Deliver Documents

For the purpose of Sections 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

- (a) Tax forms, documents, or certificates to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
Party A	An executed United States Internal Revenue Form 1001 (or any successor thereto) with respect to any payments received or to be received by Party A that are not effectively connected or otherwise attributable to Party A's conduct of a trade or business in the United States.	Upon execution of this Agreement, and thereafter promptly on reasonable demand by Party B
Party A	An executed United States Internal Revenue Form 4224 (or any successor thereto) with respect to any payments received or to be received by Party A that are effectively connected or otherwise attributable to Party A's conduct of a trade or business in the United States.	Upon execution of this Agreement, and thereafter promptly on reasonable demand by Party B
Party B	An executed United States Internal Revenue Form W-9 (or any successor thereto) with respect to any payments received or to be received by Party B.	Upon execution of this Agreement, and thereafter promptly on reasonable demand by Party A

- (b) Other documents to be delivered are:

Party Required to Deliver Document	Form/Document/Certificate	Date for Delivery	Covered by Section 3(d) Representation
Party B	Certified copy of resolution of Board of Directors of Party B or other form of corporate authorization, authorizing Party B to enter into Agreement and each Transaction entered into under Agreement, and incumbency certificate.	Upon execution of Agreement.	Yes
Party A	Copy of Form 10-K or the annual report of Party A, containing audited financial statements for the most recent fiscal year.	Upon request, as publicly available.	Yes
Party B	Copy of Form 10-K or the annual report of Party B, containing audited financial statements for the most recent fiscal year.	Upon request, as publicly available.	Yes

Part 4
Miscellaneous

(a) Addresses for Notice. For purposes of Section 12(a) of this Agreement:

Address for notices or communications to Party A:

5 The North Colonnade
Canary Wharf
London E14 4BB, ENGLAND
Attention: Swaps Documentation

Telephone No.: 0171-773-6915/6904
Facsimile No.: 0171-773-6857/6858
Telex No.: 811234
Answerback: BZWSEC-G

With a copy in the case of notices or communications relating to Sections 5, 6, 7, 11 or 13
to:

General Counsel's Office
222 Broadway
New York NY 10038

Address for notices or communications to Party A for U.S. Dollar and Canadian Dollar
Transactions:

222 Broadway
New York NY 10038
Attentions: Swaps Operations

Telephone No.: 212-412-6910
Facsimile No.: 212-412-2677

Address for notices or communications to Party B (for all purposes):

Address: Delphi Automotive Systems Corporation
5725 Delphi Drive
Troy, Michigan 48098-2815

Attention: Director of FX & Commodity

Fax No.: (248) 813 3391

Telephone No.: (248) 813 3335

(b) Process Agent.

Party A: Not applicable.

Party B: Not applicable.

(c) Offices. The provisions of Section 10(a) shall apply to this Agreement.

(d) Multibranch Party. For purposes of Section 10(c) of this Agreement:

Party A is not a Multibranch Party.

Party B is not a Multibranch Party.

- (e) Calculation Agent. The Calculation Agent is Party A, unless otherwise specified in a Confirmation in relation to the relevant Transaction.
- (f) Credit Support Documents. Not applicable.
- (g) Credit Support Provider. Credit Support Provider means in relation to Party A: Not applicable.

Credit Support Provider means in relation to Party B: Not applicable

- (h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).
- (i) Netting of Payments. Subparagraph (ii) of Section 2(c) of this Agreement shall not apply to any Transactions or groups of Transactions in each case starting from the date of this Agreement (with the effect that amounts payable on the same date and in the same currency under all Transactions will be settled by net payments) unless otherwise specified as applicable to a Transaction or group of Transactions in the relevant Confirmation(s).
- (j) Service of Process. With respect to the third sentence of Section 13(c) of this Agreement, notwithstanding the reference therein to Section 12 of this Agreement, no consent is given by either party to service of process by telex or facsimile.
- (k) Consent to Telephone Recording. Each party hereby agrees that the other party or its agents may electronically record all telephone conversations between officers or employees of the consenting party and the officers or employees of the other party who quote on, agree to, or otherwise discuss terms of interest exchange agreements, currency exchange agreements, caps, collars, floors, and other rate or price protection transactions on behalf of the party. Any such recordings shall be used only in connection with any misunderstanding or question arising with respect to any transaction discussed over the telephone by or on behalf of the parties. Each party will provide the other party access to any such recordings made by such party. Each party agrees that any such recordings may be submitted in evidence to any court or in any proceeding relating to this Agreement.
- (l) "Affiliate" shall have the meaning specified in Section 14 of this Agreement.

Part 5
Other Provisions

- (1) Set Off. Any amount (the "Early Termination Amount") payable to one party (the "Payee") by the other party (the "Payer") under Section 6(e), in circumstances where there is (i) a Defaulting Party or (ii) one Affected Party in the case where a Termination

Event under Section 5(b)(iv) has occurred, will, at the option of the party ("X") other than the Defaulting Party or the Affected Party (and without prior notice to the Defaulting Party or the Affected Party), be reduced by its set-off against any amount(s) (the "Other Agreement Amount") payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer (irrespective of the currency, place of payment or booking office of the obligation) under any other agreement(s) between the Payee and the Payer or instrument(s) or undertaking(s) issued or executed by one party to, or in favor of, the other party, except as otherwise specified in those agreement(s), instrument(s), or undertaking(s) or separately agreed between the Payer and the Payee (and the Other Agreement Amount will be discharged promptly and in all respects to the extent it is so set-off). X will give notice to the other party of any set-off so effected.

For this purpose, either the Early Termination Amount or the Other Agreement Amount (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

Nothing herein shall be effective to create a charge or other security interest. This provision shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

- (2) Definitions. Unless otherwise specified in a Confirmation, this Agreement and each Transaction between the parties shall be subject to the 1991 ISDA Definitions (the "1991 Definitions"), the 1998 Supplement to the 1991 ISDA Definitions (the "1998 Supplement") and the 1992 FX and Currency Options Definitions (the "FX Definitions"), each as published by the International Swap and Derivatives Association, Inc. ("ISDA") without reference to any amendment subject to the date hereof. For these purposes (i) all references in the 1991 Definitions to a "Swap Transaction" and all references in the FX Definitions to an FX Transaction or Currency Option shall be deemed to apply to each Transaction under this Agreement and (ii) all references in the 1991 Definitions to a Business Day shall be deemed references to a Local Business Day under this Agreement. The provisions of the 1991 Definitions relating to Market Disruption Events will apply to a Transaction under this Agreement only to the extent not inconsistent with the provisions of applicable Confirmation. In the event of any inconsistency between the 1991 Definitions and the FX Definitions, the FX Definitions will prevail with respect to an FX Transaction or a Currency Option. In the event of any inconsistency between the provisions of this Agreement, the 1991 Definitions, the FX Definitions, the provisions of this Agreement will prevail. Any definition incorporated into a Confirmation shall prevail over the provisions of this Agreement, the 1991 Definitions and the FX Definitions.
- (3) Change of Account. Section 2(b) is hereby amended by adding the following at the end thereof

“and provided that, unless the other party consents (which consent shall not be unreasonably withheld), such new account shall be in the same tax jurisdiction as the original account.”

- (4) Default Under Specified Transactions. The provisions of Section 5(a)(v) of this Agreement are modified by adding, immediately prior to the semicolon at the end thereof, the following:

“provided, however, that it shall not constitute an Event of Default under Section 5(a)(v) if (A) such event of default or failure to pay arises in the ordinary course of business by mistake, oversight, or transfer difficulties, (B) funds were otherwise available to make any payment not made on the due date thereof (if any), and (C) such event of default or failure to pay is remedied on or before the fifth Business Day after the occurrence or existence of such event of default or failure to pay”

- (5) Two Affected Parties. If an Early Termination Date is designated pursuant to Sections 5(b)(i) or (ii) of this Agreement, both parties shall be deemed to be Affected Parties for the purpose of determining the Settlement Amount pursuant to Section 6(e)(ii) of this Agreement.

- (6) Payment Date During Transfer Period. If the parties are required by Section 6(b)(ii) to make efforts to transfer certain obligation under this Agreement in connection with a Termination Event, and a Payment Date (as defined in the related Confirmation) shall occur under the relevant Affected Transaction during the period specified in Section 6(b) for those efforts, then the payment(s) due to be made on that Payment Date shall be postponed until the earlier of (i) the Business Day following the day on which a transfer is effected in consequence of such efforts; (ii) the Business Day following the day on which such period ends, if an Early Termination Date is not designated by a party on such day; and (iii) the Early Termination Date for the relevant Affected Transaction, with such postponed amounts then being treated as Unpaid Amounts. In either case, the postponed payment(s) shall bear interest (before as well as after judgment) at the Non-default Rate from (and including) such Payment Date to (but excluding) the date of actual payment.

- (7) All Confirmations. With respect to each Transaction, Party A shall, on or promptly after the Trade Date thereof, send Party B a Confirmation substantially in the form of Confirmation used by Party A or in such other form as agreed by the parties. Party B shall promptly thereafter (a) confirm the accuracy of such Confirmation or (b) request the correction of such Confirmation, indicating how the terms of such Confirmation should be correctly stated and such other terms should be added to or deleted from such Confirmation to make it correct. Party B will execute and return a copy of the Confirmation promptly after such confirmation of accuracy or such correction.

- (8) Notice by Facsimile Transmission. Section 12(a) is hereby amended by amending the parenthetical reference in the second and third lines to read in its entirety as follows:

“(except that a notice or other communication under Section 5, 6, or 13(c) may not be given by facsimile transmission or electronic messaging system)”

- (9) Accuracy of Specified Information. Section 3(d) of this Agreement is hereby amended by adding in the fourth line thereof after the word “respect” and before the period: “or, in the case of audited or unaudited financial statements, a fair presentation of the financial condition of the relevant party”.

- (10) Indemnifiable Tax. For purposes of Section 14 of this Agreement, the following shall be added at the end of the definition of “Indemnifiable Tax”:

“Notwithstanding the foregoing, Indemnifiable Tax also means any Tax imposed in respect of payment under this Agreement by reason of a Change in Tax Law by a government or taxing authority of a Relevant Jurisdiction with respect to the party making such payment, unless the other party is incorporated, organized, managed and controlled or considered to have its seat in such jurisdiction, or is acting for purposes of this Agreement through a branch located in such jurisdiction.”

- (11) Additional Agreement For purposes of Section 4(a)(iii) of this Agreement, the following shall be added immediately prior to the existing text: “upon learning that such form or document is required or”.

- (12) Jury Trial – Each party hereby waives its respective right to jury trial with respect to any litigation arising under, or in connection with, this Agreement or any Transaction.

- (13) Additional Representations. For purposes of Section 3 of this Agreement, the following shall be added, immediately following paragraph (f) thereof:

“(g) Status of Parties. The other party is not acting as a fiduciary or an adviser for it in respect of that Transaction.

“(h) Risks of Management/Line of Business.

“(A) Party B only represents that this Agreement has been, and each Transaction hereunder has been or will be, as the case may be, entered into for the purpose of managing it borrowings or investments, hedging its underlying assets or liabilities or in connection with its line of business and not for the purpose of speculation.

“(B) It has entered into this Agreement (including each Transaction evidenced hereby) in conjunction with its line of business (including financial intermediation services) or the financing of its business.

“(i) Swap Agreement. This Agreement and each Transaction constitute a “swap agreement” within the meaning of CFTC Regulations Section 35.1(b)(1) and the CFTC Swap Policy Statement.

“(j) Eligible Swap Participant. It is an “eligible swap participant” within the meaning of CFTC Regulations Section 35.1(b)(2).

“(k) Agreement not Standardized. Neither this Agreement nor any Transaction is one of a fungible class of agreements that are standardized as to their material economic terms, within the meaning of CFTC Regulations Section 35.2(b). Economic terms, representations, covenants, events of default and credit enhancement are subject to private negotiation between the parties.

“(l) Creditworthiness a Consideration. The creditworthiness of the other party was or will be a material consideration in entering into or determining the terms of this Agreement and each Transaction, including pricing, cost or credit enhancement terms of the Agreement or Transaction, within the meaning of CFTC Regulations 35.2(c).”

- (14) Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor, in good faith negotiations, to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

- (15) Scope of Agreement. Notwithstanding anything contained in the Agreement to the contrary, upon the effectiveness of the Agreement (unless otherwise agreed to in writing by the parties) (i) any Specified Transaction then outstanding and (ii) any Specified Transaction subsequently entered into by the parties shall be "Transactions" for purposes of and be subject to, governed by and construed in accordance with terms of this Agreement, and each related confirmation shall be a "Confirmation" for purposes of, and be read and construed as one with, this Agreement.

Part 6

Additional Provisions for Commodity Derivative Transactions.

(a) **Energy Transactions**

- (i) This Part 6 (a) sets out the additional terms and conditions for Energy Transactions (as defined in this Part 6 (a)). Unless otherwise agreed in writing by the parties, each Energy Transaction (as defined in this Part 6 (a)) entered into on or after the date of this Agreement between the parties shall be governed by this Agreement. In addition, all Energy Transactions (as defined in this Part 6 (a)) between the parties outstanding at the date of this Agreement shall also be Energy Transactions governed by the terms of this Agreement.

(ii) **Additional Definitions for Energy Transactions.**

"Energy" means diesel fuel, fuel oil, gas oil, gasoline, heating oil, jet fuel, kerosene, natural gas, oil-Brent, oil-Tapis, oil-Dubai or oil-WTI or such other energy source as the parties agree.

"Energy Transaction" means any transaction between the parties that is a cash-settled or physically-settled Energy spot or forward trade or option, or cash-settled or physically settled Energy swap, cap, collar, floor or swaption.

- (iii) **Commodity Definitions.** The 1993 Commodity Derivatives Definitions (the "Commodity Definitions") as published by ISDA are incorporated into this Agreement by reference with respect to any "Transactions" (as defined by the Commodity Definitions) in energy commodities, except as otherwise specifically provided in a Confirmation. In the event of any inconsistency between the 1991 Definitions and the Commodity Definitions with respect to such Transactions, the Commodity Definitions will prevail. All terms used in this Part 6 (a) that are not otherwise defined shall have the meanings given to them in the Commodity Definitions.

- (iv) **Market Disruption Events.** In lieu of Section 7.4(iv) of the Commodity Definitions, (x) in the case of a Transaction with a Commodity Reference Price specified in Sections 7.1(a)(viii) to (a)(xii) of the Commodity Definitions, the "Market Disruption Events" specified in Section 7.4(c)(i), (c)(ii), (c)(iii) and (c)(viii) of the Commodity Definitions shall apply, and (y) in all other cases, the "Market Disruption Events" specified in Section 7.4(c)(i), (c)(ii), (c)(iii), (c)(iv), (c)(v), and (c)(viii) of the Commodity Definitions shall apply, except as otherwise specified in the relevant Confirmation.

- (v) **Additional Market Disruption Events.** "Additional Market Disruption Events" shall apply only if so specified in the relevant Confirmation.

(vi) **Disruption Fallbacks.** The following "Disruption Fallbacks" specified in Section 7.5(c) of the Commodity Definitions shall apply, in the following order, except as otherwise specified in the relevant Confirmation:

(A) "Postponement," with three (3) Commodity Business Days as the Maximum Days of Disruption;

(B) "Fallback Reference Price" (if the relevant parties have specified an alternate Commodity Reference price in the Confirmation);

(C) The Relevant Price will be determined and calculated as set forth in the definition "Commodity-Reference Dealers", with each party selecting in good faith two unaffiliated Reference Dealers in the relevant market;

(D) "Negotiated Fallback"; and

(E) "No Fault Termination"; provided that Section 7.5(c)(iii) of the Commodity Definitions is hereby amended by adding in the sixth line thereof after the word "Confirmation" and before the period:"and the Transaction to which the Disruption Fallback is applicable is an Affected Transaction

(vii) **Trading Suspension.** Clause (ii) of Section 7.4(c) of the Commodity Definitions is hereby amended by the addition of the following:

For these purposes, a suspension of trading on any Commodity Business Day shall be deemed to be material in the event that: (A) as a result of such suspension, all trading in such contract on such day is suspended for the entire day or (B)(1) as a result of such suspension, all trading in such contract on such day opens, but ceases prior to, and does not recommence for, the regularly scheduled close of trading in such contract, and (2) such suspension is announced less than one (1) hour preceding its commencement.

(viii) **Trading Limitation.** Clause (viii) of Section 7.4(c) of the Commodity Definitions is hereby amended by the addition of the following:

For these purposes, a limitation of trading on any Commodity Business Day shall be deemed to be material in the event that the relevant Exchange establishes or has established limits on the range within which the price of the Futures Contract may fluctuate and the closing or settlement price of such Futures Contract on such day is at the upper or lower limit of that range.

(b) **Base Metal Transactions.**

(i) This Part 6 (b) sets out the additional terms and conditions for Base Metal Transactions (as defined in this Part 6 (b)). Unless otherwise agreed in writing by the parties, each Base Metal Transaction (as defined in this Part 6 (b)) entered into on or after the date of this Agreement between the parties shall be governed by this Agreement. In addition, all Base Metal Transactions (as defined in this Part 6 (b)) between the parties outstanding at the date of this Agreement shall also be Base Metal Transactions governed by the terms of this Agreement.

(ii) **Additional Definitions for Base Metals Transactions.**

"Base Metal" means aluminium, copper, lead, nickel, tin or zinc or such other base metals as the parties agree.

"Base Metal Transaction" means any transaction between the parties that is a cash-settled or physically-settled Base Metal spot or forward trade or option, or cash-settled or physically settled Base Metal swap, cap, collar, floor or swaption.

- (iii) **Commodity Definitions.** The 1993 Commodity Derivatives Definitions (the "Commodity Definitions") as published by ISDA are incorporated into this Agreement by reference with respect to any "Transactions" (as defined by the Commodity Definitions) in aluminium, copper, lead, nickel, tin and zinc, except as otherwise specifically provided in a Confirmation. In the event of any inconsistency between the 1991 Definitions and the Commodity Definitions with respect to such Transactions, the Commodity Definitions will prevail. All terms used in this Part 6 (b) that are not otherwise defined shall have the meanings given to them in the Commodity Definitions.
- (iv) **Market Disruption Events.** In lieu of Section 7.4(d) of the Commodity Definitions the "Market Disruption Events" specified in Section 7.4(c)(i), (c)(ii), (c)(iii), (c)(iv), (c)(v), and (c)(viii) of the Commodity Definitions shall apply, except as otherwise specified in the relevant Confirmation.
- (v) **Additional Market Disruption Events.** "Additional Market Disruption Events" shall apply only if so specified in the relevant Confirmation.
- (vi) **Disruption Fallbacks.** The following "Disruption Fallbacks" specified in Section 7.5(c) of the Commodity Definitions shall apply, in the following order, except as otherwise specified in the relevant Confirmation:
 - (A) "Postponement," with three (3) Commodity Business Days as the Maximum Days of Disruption;
 - (B) "Fallback Reference Price" (if the relevant parties have specified an alternate Commodity Reference price in the Confirmation);
 - (C) The Relevant Price will be determined and calculated as set forth in the definition "Commodity-Reference Dealers", with each party selecting in good faith two unaffiliated Reference Dealers in the relevant market;
 - (D) "Negotiated Fallback"; and
 - (E) "No Fault Termination"; provided that Section 7.5(c)(iii) of the Commodity Definitions is hereby amended by adding in the sixth line thereof after the word "Confirmation" and before the period:

"and the Transaction to which the Disruption Fallback is applicable is an Affected Transaction"

- (vii) **Trading Suspension.** Clause (ii) of Section 7.4(c) of the Commodity Definitions is hereby amended by the addition of the following:

For these purposes, a suspension of trading on any Commodity Business Day shall be deemed to be material in the event that: (A) as a result of such suspension, all trading in such contract on such day is suspended for the entire day or (B)(1) as a result of such suspension, all trading in such contract on such day opens, but ceases prior to, and does not recommence for, the regularly scheduled close of trading in such contract, and (2) such suspension is announced less than one (1) hour preceding its commencement.

- (viii) **Trading Limitation.** Clause (viii) of Section 7.4(c) of the Commodity Definitions is hereby amended by the addition of the following:

For these purposes, a limitation of trading on any Commodity Business Day shall be deemed to be material in the event that the relevant Exchange establishes or has established limits on the range within which the price of the Futures Contract may fluctuate and the closing or settlement price of such Futures Contract on such day is at the upper or lower limit of that range.

- (ix) **Physical Settlement.** When "Physical Settlement" is specified to be applicable to a Commodity Transaction, the following provisions apply:

(A) Section 2(c) of this Agreement is amended by:

- (1) adding the words "or deliverable" after "payable" in lines 1, 6, X, 10 and 11;
- (2) adding the words "or, in the case of delivery obligations, the same commodity" after "in the same currency" in line 2 and 10;
- (3) adding the words "or delivery" after "payment" in line 4; and
- (4) adding the words "or deliver" after "pay" in line 8;

(B) in addition to the representations contained in Section 3 of this Agreement, each party will be deemed to have represented to the other party at the time it delivers any commodity to the other party pursuant to this Agreement, and it has full legal and beneficial title to that commodity and it delivers the same free and clear of any security interest, claim, lien or encumbrance of any kind;

(C) the definition of "Tax" in Section 14 of this Agreement is amended by adding "or delivery" after "of any payment";

(D) either party may change the place nominated by it to receive delivery of a Commodity by giving notice to the other party at least five Business Days before the scheduled date for the delivery unless the other party gives timely notice of a reasonable objection to the change. The party nominating the change must pay the other party any additional costs incurred by the other party in changing the place of delivery; and

(E) subject to the amendments in this Part 6 (b) (ix), and to the extent the context does not otherwise require, all other references (if any) in this Agreement to "payment",

"payments", "pay", "paid" and "payable" are deemed to include references to "delivery", "deliveries", "deliver", "delivered" and "deliverable", respectively

(c) **Bullion Transactions.**

(i) This Part 6 (c) sets out the additional terms and conditions for Bullion Transactions (as defined in this Part 6 (c)). Unless otherwise agreed in writing by the parties, each Bullion Transaction (as defined in this Part 6 (c)) entered into on or after the date of this Agreement between the parties shall be governed by this Agreement. In addition, all Bullion Transactions (as defined in this Part 6 (c)) between the parties outstanding at the date of this Agreement shall also be Bullion Transactions governed by the terms of this Agreement.

(ii) **Additional Definitions for Bullion Transactions.**

"Bullion" means gold, palladium, platinum, silver or such other precious metals as the parties agree.

"Bullion Transaction" means any transaction between the parties that is a cash-settled or physically-settled Bullion spot or forward trade or option, or cash-settled or physically settled Bullion swap, cap, collar, floor or swaption.

(iii) **Bullion Definitions.** The 1997 ISDA Bullion Definitions (the "Bullion Definitions") is incorporated into this Agreement by reference with respect to any "Bullion Transactions" (as defined in this Part 6 (c)) in gold, palladium, platinum, and silver except as otherwise specifically provided in a Confirmation. In the event of any inconsistency between the 1991 Definitions and the Bullion Definitions with respect to such Bullion Transactions, the Bullion Definitions will prevail. All terms used in this Part 6 (c) that are not otherwise defined shall have the meanings given to them in the Bullion Definitions.

Confirmed as of the date first written

BARCLAYS BANK PLC

By: 

Title: Graham L. McGahen
Managing Director

DELPHI AUTOMOTIVE SYSTEMS CORPORATION

By: 

Title: Vice President & Treasurer



5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

Tel +44 (0)20 7623 2 323

DELPHI CORPORATION
(formerly Delphi Automotive Systems Corporation)
5725 Delphi Drive
Troy, Michigan
U.S.A. 48098-2815

For the attentionof: Director of FX & Commodity

10th October 2005

Dear Sirs

Notice of Termination as a Result of a Voluntary Filing of Delphi Corporation

We refer to the 1992 ISDA Master Agreement (as amended from time to time, the "Master Agreement") dated as of November 23rd, 2001 between Delphi Corporation (formerly Delphi Automotive Systems Corporation) ("Counterparty") and Barclays Bank PLC ("Barclays"). All capitalized terms not otherwise defined in this notice shall have the meanings assigned to them in the Master Agreement.

An Event of Default has occurred with respect to you under Section 5(a)(vii) of the Master Agreement and such Event of Default is continuing.

Pursuant to Section 6(a) of the Master Agreement, Barclays hereby designates Wednesday 12th October 2005 as the Early Termination Date in respect of all outstanding Transactions. Barclays will provide you with a statement in accordance with Section 6(d)(i) of the Master Agreement specifying the payments due in relation to the Early Termination Date.

In accordance with Section 12(a) of the Master Agreement, this notice is being sent by courier during normal business hours and will be deemed effective Tuesday 11th October 2005.

We reserve all our other rights and remedies in relation to Counterparty.

This notice shall be governed by and construed in accordance with the laws applicable to the Master Agreement.

Yours faithfully

A stylized, handwritten signature in dark ink, consisting of a large, flowing 'B' followed by a horizontal line.

Barclays Bank PLC



Barclays Bank PLC
200 Park Avenue
New York NY 10166
USA

Tel +1 (212) 412 4000

DELPHI CORPORATION

(formerly Delphi Automotive Systems Corporation)
5725 Delphi Drive
Troy, Michigan
U.S.A 48098-2815

Attention: (1) Director of FX & Commodity
Fax No: (248) 813 3391; and

(2) Treasurer
Fax No: (248) 813 3381

14th November 2005

Dear Sirs:

Amended Statement of Payment on Early Termination

We refer to the 1992 ISDA Master Agreements dated as of March 20th, 2001 and 23rd November, 2001, respectively, between Delphi Corporation (formerly Delphi Automotive Systems Corporation) ("**Counterparty**") and Barclays Bank PLC ("**Barclays**") (each as amended from time to time, and together referred to as, the "**Master Agreements**"). All capitalized terms not otherwise defined in this statement shall have the meanings assigned to them in the Master Agreements.

Reference is made to Section 6(a) (*Right to Terminate Following Event of Default*) of each of the Master Agreements. Reference is also made to the notice of early termination sent by Barclays on 10th October, 2005 designating 12th October, 2005 as the Early Termination Date for all outstanding Transactions governed by the Master Agreements.

We refer to our letter to you dated 25th October 2005. This letter amends and supersedes our letter to you dated 25th October 2005. This letter constitutes the statement required by Section 6(d)(i) (Calculations, Statement) of the Master Agreements.

Barclays has calculated the amount payable, by Barclays to Counterparty, in respect of the Early Termination Date with respect to all of the Terminated Transactions governed by the Master Agreements to be USD 9,044,399.41 (the "**Early Termination Date Amount**"). The Early Termination Date Amount was calculated in accordance with the Master Agreements. The details of Barclays' calculation of the Early Termination Date Amount are set forth in Exhibit 1 (and the Annexes thereto) to this statement.

Payment of the Early Termination Date Amount will be subject to Barclays' rights of Set-off pending further investigation and any necessary authorizations.

Please note that pursuant to Section 11 (Expenses) of the Master Agreements, Barclays reserves the right to claim under that indemnity for its reasonable out-of-pocket expenses including legal fees incurred by reason of the enforcement and protection of Barclays' rights under the Master Agreements or any Credit Support Document and/or by reason of the early termination of any Transaction.

Barclays reserves all its other rights and remedies in relation to (i) Delphi Corporation and (ii) each other affiliate of Delphi Corporation.

This notice shall be governed by and construed in accordance with the laws of the State of New York.

Yours faithfully,

BARCLAYS BANK PLC

By:  _____

Name: 

Title: Attorney-in-fact

EXHIBIT 1

**(to Amended Statement of Payment on Early Termination dated 14th November 2005
addressed by Barclays Bank PLC to Delphi Corporation).**

1. Termination Currency:

The Master Agreements specify that the Termination Currency is United States Dollars ("USD").

2. Market Quotation/Second Method:

2.1 The Master Agreements specify that the Market Quotation payment measure and the Second Method payment method apply to the calculation of amounts due upon the occurrence of an Early Termination Date with respect to each Terminated Transaction.

2.2 The Master Agreements provide that a party may determine its Section 6(e) amount on the basis of quotations from Reference Market-makers in respect of a Replacement Transaction.

2.3 Quotations were obtained from leading dealers in the relevant markets who satisfied the criteria in the definition of Reference Market-makers ("**Dealers**") for the price at which each of the Dealers would enter into a Replacement Transaction in respect of the Terminated Transactions. For the purposes of calculation, if only three quotations were received, Barclays disregarded the highest and lowest quotations and used the remaining quotation ("**Mid Val**") and, if four quotations were received, Barclays calculated the arithmetic mean of quotations after disregarding the highest and lowest quotation ("**Average Mid Val**"). If quotations were not received in the Termination Currency, Barclays converted such quotations by taking the arithmetic mean of the spot prices received by each Dealer.

2.4 Where quotations were received from less than three Dealers, Barclays determined its Loss by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

2.5 Details of the close-out amount calculations are set forth in Annexes 1 and 2 hereto.

3. Calculations for Terminated Transactions:

3.1 **Foreign Exchange Transactions:** Barclays has determined the amount payable in relation to the Foreign Exchange Transactions as of the Early Termination Date to be USD 6,965,281 (due to the Counterparty).

3.2 **Natural Gas Transactions:** Barclays has determined the amount payable in relation to the Natural Gas Transactions as of the Early Termination Date to be USD 402,652.75 (due to Counterparty).

3.3 **Base Metals and Precious Metals Transactions:** Barclays has determined the amount payable in relation to the Base Metals and Precious Metals Transactions as of the Early Termination Date to be USD 1,676,465.66 (due to Counterparty).

4. Amount payable in relation to all Terminated Transactions

The amount payable by Barclays to the Counterparty in relation to all the Terminated Transactions as of the Early Termination Date is USD 9,044,399.41 (the "**Early Termination Date Amount**").

Annex 1

Delphi FX Valuations

	Merrill Lynch				ML
EURHUF	(114,261)				(114,261)
EURPLN	(3,413,743)				(3,413,743)
EURSKK	(19,663)				(19,663)
USDPLN	243,739				243,739
	BBVA	CSFB	CHASE		Mid Val
USDMXN	(3,892,667)	(3,954,273)	(3,902,006)		(3,902,006)
	CHASE	CSFB	DB	STANDARD	Average Mid Val
USDINR	108,865	113,000	111,823	118,924	112,412
	LEHMAN	BNP	DB	RBS	Average Mid Val
GBPUSD	234,053	236,595	236,640	234,763	235,679
USDCAD	(335,930)	(344,344)	(341,517)	(345,122)	(342,931)
USDCHF	53,173	51,576	51,317	50,602	51,447
USDJPY	204,842	184,372	183,096	176,718	183,734
EURSEK	307	316	318	259	312

(6,965,281)

Note

Where values are provided for non-USD crosses, in all cases the EUR amount was calculated based on the externally provided marks. (highlighted in yellow)

These EUR amounts have been converted to USD at the average of the 4 provided EUR/USD spot rates provided below i.e. 1.20208

Currency Conversion	LEHMAN	BNP	DB	RBS	Average
EUR/USD Rate	1.2019	1.2022	1.2015	1.2027	1.20208

Annex 2

Delphi Commodity Valuations

	Projection Index	BNP PARIBAS	CITIGROUP	SGCIB		Mid Val
Natural Gas	NG.USD	(402,652.75)	(398,958.69)	(403,970.29)		(402,652.75)
	Projection Index	Goldman, Sachs	Koch Metals	Sempra Metals		Mid Val
Base Metals	AHD.USD	(760,011.00)	(706,931.30)	(722,374.50)		(722,374.50)
	CAD.USD	(474,147.00)	(474,487.78)	(432,896.40)		(474,147.00)
	NAD.USD	(419,587.00)	(452,344.15)	(472,404.00)		(452,344.15)
	Total	[(1,653,745.00)]	[(1,633,763.23)]	[(1,627,674.90)]		(1,648,865.65)
	Projection Index	Goldman, Sachs	Deutsche Bank	HSBC	JPM Chase	Average Mid Val
Precious Metals	Palladium_PMFIX.USD	(11,762.32)	(9,880.35)	(6,586.90)	(19,603.87)	(10,821.34)
	Platinum_P M.USD	(18,237.68)	(15,319.65)	(10,213.10)	(30,396.13)	(16,778.66)
	Total	[(30,000.00)]	[(25,200.00)]	[(16,800.00)]	[(50,000.00)]	(27,600.01)
Total						(2,079,118.41)



200 Park Avenue
New York, NY 10166
USA

Tel +1 (212) 412 4000

DELPHI CORPORATION
(formerly Delphi Automotive Systems Corporation)

DELPHI AUTOMOTIVE SYSTEMS RISK MANAGEMENT CORP.

5725 Delphi Drive
Troy, Michigan
U.S.A 48098-2815

Attention: (1) Ramesh Shettigar, Director of FX & Commodity
Fax No: (248) 813 3391; and
(2) Treasurer
Fax No: (248) 813 3381

13th February 2006

Dear Sirs:

Settlement of rights and obligations under Master Agreements

We refer to our letter dated 14th November 2005 to Delphi Corporation, to our letter dated 26th October 2005 to Delphi Automotive Systems Risk Management Corp. ("Delphi DASRM" and, together with Delphi Corporation, "Delphi") and to our recent telephone conversation. All capitalized terms not otherwise defined in this statement shall have the meanings assigned to them in our letters of 14th November 2005 and 26th October 2005 and in the Master Agreements.

As stated in the above mentioned letters and explained in our telephone conversation, the relationship that Barclays Bank PLC and its affiliates ("Barclays") had with Delphi extended across many levels and products (including trading, bond holdings, bond underwritings and credit facilities).

We reserved our rights of set-off against any obligations we had to Delphi under the Master Agreements pending further investigation into amounts and other obligations, actual and contingent, that Delphi may owe under those relationships.

We have now completed our review of our relationships with Delphi.

As you are aware, a class action complaint has been filed in the Southern District of New York against, among others, underwriters of Delphi Corporation securities, including Barclays. Pursuant to the relevant underwriting agreement, Delphi agreed to indemnify its underwriters. Barclays will have claims against Delphi Corporation for any resulting losses, claims, damages or liabilities incurred by Barclays that are covered by the indemnity provided by Delphi Corporation.

Because of the potential that Barclays may incur losses, claims, damages or liabilities that would be indemnifiable by Delphi Corporation, to protect our set-off rights against any indemnification payments owed by Delphi Corporation, Barclays has decided not to pay the \$9,044,399.41 Early Termination Date Amount (calculated under the Master Agreements with Delphi Corporation) at this time.

However, Barclays does not propose to take further action with respect to potential rights of set-off it may have against the \$1,999,658 Early Termination Date Amounts owed by Barclays to Delphi DASRM pursuant to the Master Agreement between them.

Accordingly, we would be grateful if you would provide the necessary payment account wire details so that Barclays may pay the \$1,999,658 owed by Barclays to Delphi DASRM in settlement of Barclays' obligations to Delphi DASRM under the Master Agreement between them.

Barclays reserves all its other rights and remedies in relation to (i) Delphi Corporation, (ii) Delphi Automotive Systems Risk Management Corporation and (iii) each other affiliate of Delphi Corporation.

Yours faithfully,

BARCLAYS BANK PLC

By: 

Name: KELLY SMITH

Title: Director

EXHIBIT E

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	
	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	
	:	Case No. 05-44481 (RDD)
Debtors.	:	
	:	(Jointly Administered)
	:	
-----	x	

SEVENTH SUPPLEMENTAL ORDER UNDER 11 U.S.C. §§ 102(1) AND 105
AND FED. R. BANKR. P. 2002(m), 9006, 9007, AND 9014 ESTABLISHING
OMNIBUS HEARING DATES AND CERTAIN NOTICE, CASE
MANAGEMENT, AND ADMINISTRATIVE PROCEDURES

("SEVENTH SUPPLEMENTAL CASE MANAGEMENT ORDER")

Upon the motion, dated October 8, 2005 (the "Case Management Motion"),¹ of Delphi Corporation and certain of its domestic subsidiaries and affiliates, debtors and debtors-in-possession in the above captioned cases (collectively, the "Debtors"), for an order under 11 U.S.C. §§ 102(1), 105(a), and 105(d) and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 establishing (a) omnibus hearing dates, (b) certain notice, case management, and administrative procedures in the Debtors' chapter 11 cases, and (c) scheduling an initial case conference in accordance with Rule 1007-2(e) of the Local Bankruptcy Rules for the United States Bankruptcy Court for Southern District of New York; and this Court having entered an order granting the Case Management Motion on October 14, 2005 (Docket No. 245), a supplemental order on March 20, 2006 (Docket No. 2883) (the "Supplemental Order"), a second supplemental order on March 28, 2006 (Docket No. 2995) (the "Second Supplemental Order"), a third supplemental

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

order on April 20, 2006 (Docket No. 3296) (the "Third Supplemental Order"), a fourth supplemental order on May 3, 2006 (Docket No. 3589) (the "Fourth Supplemental Order"), a fifth supplemental order on May 5, 2006 (Docket No. 3629) (the "Fifth Supplemental Order"), and a sixth supplemental order on May 11, 2006 (Docket No. 3730) (the "Sixth Supplemental Order"); and this Court having determined that changing the hearing date on which this Court shall conduct the Omnibus Hearing scheduled for June 20, 2006 in the manner set forth herein is appropriate and in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon, and good and sufficient cause appearing therefor, it is hereby

ORDERED THAT:

The Supplemental Order, the Second Supplemental Order, the Third Supplemental Order, the Fourth Supplemental Order, the Fifth Supplemental Order, and the Sixth Supplemental Order shall continue in full force and effect except as follows:

1. The Third Supplemental Order shall be amended to provide that the Omnibus Hearing Date scheduled for June 20, 2006 at 10:00 a.m. (Prevailing Eastern Time) shall be changed to June 16, 2006 at 10:00 a.m. (Prevailing Eastern Time).
2. As provided in paragraph 13 of the Supplemental Order, any objection shall be filed on or before June 9, 2006 at 4:00 p.m. (Prevailing Eastern Time) for every notice, motion, or application (each a "Motion") served at least 20 days prior the Omnibus Hearing Date scheduled for June 16, 2006. For each Motion served on less than 20 days, but at least ten days prior to the Omnibus Hearing Date Scheduled for June 16, 2006, any objection shall be filed on or before June 13, 2006 at 4:00 p.m. (Prevailing Eastern Time).

3. If this Court further changes any of the Omnibus Hearing Dates, the Debtors are authorized to provide a notice of change of hearing date (the "Notice") in accordance with paragraph 15 of the Supplemental Order. The terms of such Notice shall be binding upon all parties in interest in these chapter 11 cases and no other or further notice or order of this Court shall be necessary.

Dated: New York, New York
May 19, 2006

/s/ Robert D. Drain
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT F

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Butzel & Long, P.C.	James Darien	100 Bloomfield Hills Parkway	Suite 200	Bloomfield Hills	MI	48304
David R. Kuney		1501 K Street NW		Washington	DC	20005
Davis, Polk & Wardwell	Donald Bernstein	450 Lexington Avenue		New York	NY	10017
Delphi Corporation	General Counsel	5725 Delphi Drive		Troy	MI	48098
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022
	A. Robert Pietrzak					
	Andrew W. Stern					
	Daniel A. McLaughlin					
Sidley Austin LLP	Donald P. Renaldo, II	787 Seventh Avenue		New York	NY	10019
Simpson Thatcher & Bartlett LLP	Kenneth S. Ziman	425 Lexington Avenue		New York	NY	10017
Skadden, Arps, Slate, Meagher & Flom LLP	John Wm. Butler	333 W. Wacker Dr.	Suite 2100	Chicago	IL	60606
United States Trustee	Alicia M. Leonhard	33 Whitehall Street	21st Floor	New York	NY	10004-2112

EXHIBIT G

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	Party/Function
Duane Morris LLP	Joseph H. Lemkin	744 Broad Street		Newark	NJ	07102	Counsel for Dane Systems LLC
Mastromarco & Jahn, P.C.	Victor J. Mastromarco, Jr.	1024 North Michigan Avenue	P.O. Box 3197	Saginaw	MI	48605-3197	Counsel for H.E. Services Company and Cindy Palmer
Quarles & Brady Streich Lang LLP	Susan G. Boswell and Kasey C. Nye	One South Church Avenue	Suite 1700	Tucson	AZ	85701-1621	Counsel for Offshore International
Roetzel & Andress	Patricia B Fugee	One SeaGate	Suite 900	Toledo	OH	43604	Counsel for Ericka S. Parker, Chapter 7 Trustee
Sanford P. Rosen & Associates, P.C.	Kenneth M. Lewis	747 Third Avenue		New York	NY	10017-2803	Counsel for L&W Engineering and Southtec LLC
Schafer and Weiner PLLC	Daniel Weiner Max Newman Ryan Heilman	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304	Counsel for L&W Engineering and Southtec LLC
Warner Norcross & Judd LLP	Michael O'Neal	900 Fifth Third Center	111 Lyon Street, N.W.	Grand Rapids	MI	49503	Counsel for Dane Systems LLC